

<AUTHOR>

<Author Mailing Address>

<City, State, Zip>

<Author Phone / Fax>

# ***SUBCONTRACTOR CONFIDENTIALITY AGREEMENT***

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This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between <AUTHOR> (hereinafter called General Contractor), located in <Location> and \_\_\_\_\_ a \_\_\_\_\_ having a place of business at \_\_\_\_\_, (hereinafter "Subcontractor").

WHEREAS, General Contractor and Subcontractor contemplate entering into a business relationship in which Subcontractor will perform construction services for General Contractor, and

WHEREAS, to accomplish the foregoing, General Contractor must disclose, and in the process of performing services Subcontractor may otherwise acquire, certain information considered by General Contractor to be valuable and confidential "Proprietary Information" (as defined below),

In consideration of the premises and in consideration of the retention of Subcontractor by General Contractor for the purposes of performing such services, General Contractor and Subcontractor hereby agree as follows:

1. For the purpose hereof, the term "Proprietary Information" means all information relating to any operations of General Contractor, its facilities, equipment and processes, all samples, data and information acquired by Subcontractor in the process of performing services for General Contractor, and any other information which General Contractor may designate as "Proprietary Information"; except that the term "Proprietary Information" does not include information which is in the public domain or known to Subcontractor as shown by Subcontractor written records. Information initially covered by the definition of Proprietary Information which later enters the public domain and information initially so covered which is later disclosed to Subcontractor by a third party who Subcontractor knows or reasonably believes is rightfully in possession of same and under no obligation to secrecy to General Contractor shall forthwith cease to be proprietary Information for the purposes hereof.

2. For a period of ten (10) years commencing with the date hereof, Subcontractor will not disclose any Proprietary Information to third parties, nor use Proprietary Information for purposes other than those for which it was disclosed to Subcontractor without the prior written consent of General Contractor. Subcontractor will use the same precautions to prevent the disclosure of Proprietary Information to third parties as it uses to prevent the disclosure of its own proprietary information to third parties.

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3. For a period of ten (10) years commencing with the date hereof, Subcontractor will not publish nor allow to be published any materials derived from General Contractor's disclosure to Subcontractor of Proprietary Information or any of the results of any projects or services performed by Subcontractor for General Contractor without the prior written consent of General Contractor.

4. This Agreement shall be governed by the laws of the State of \_\_\_\_\_, and the parties hereto submit themselves to the jurisdiction of the courts of \_\_\_\_\_ for the purposes of resolving any disputes under this Agreement.

5. This Agreement shall not be assignable or transferable and it shall inure to the benefit of and be binding upon the parties hereto. It shall not be modified or changed in any way by either party without the prior written consent of the other party.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective duly authorized officers.

**<AUTHOR>**

**<SUBCONTRACTOR>**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_